

Declaration of Restrictive Covenants of the The Granberg Subdivision

Date:

Declarant: Granberg, LLC a Texas Limited Liability Company

Declarant's Address: 3201 Cherry Ridge, Suite A-104, San Antonio, Texas 78230

Property Owners Association: The Granberg Property Owners Association, an unincorporated Texas nonprofit association.

Property Owners Association's Address: 3201 Cherry Ridge, Suite A-104, San Antonio, Texas 78230

Property: 150.670 acre tract of land lying in the J.G. Rensing Survey No. 514, Abstract no. 744, Atascosa County, Texas being further described in Instrument No. 108609, Official Public Records of Atascosa County, Texas

Definitions

“ACC” means the Architectural Control Committee established in this Declaration.

“Assessment” means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

“Board” means the Board of Directors of the Property Owners Association.

“Bylaws” means the Bylaws of the Property Owners Association as contained herein and any others adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means The Granberg, LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Governing Documents” means this Declaration, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded in Volume ____, Page ____ of the real property records of Atascosa County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

Property Owners Association means an association composed of all Owners for the purpose described in Part E of this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants. Declarant reserves the right to remove Lot 2 of the Subdivision from the Covenants and use it for a sales office or any other use as the Declarants sees fit.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

Any said owner does hereby adopt as applicable to property in The Granberg Subdivision, a common scheme or plan of covenants, conditions and restrictions hereinafter set out. All of the lots in the subdivision shall be conveyed, held, used and enjoyed subject to the terms, provisions and conditions of these covenants, running with the land and binding this owner. These covenants are filed in the State of Texas, County of Atascosa.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. The owners of 67% of the lots of this subdivision shall constitute the majority defined and required in the preceding paragraph.

3. If the parties hereto, or any of them or their heirs, assigns or successors in interest, shall violate or attempt to violate any of these covenants, then any person or persons owning real property situated within this subdivision may institute proceedings, in law, or in equity, against such violators or attempted violators, or cumulatively, to recover damages or other relief for such breach.

4. Invalidation of any covenant by judgment or court order shall in no way adversely affect any of the other covenants.

5. All of the lots in the subdivision shall be for residential purposes, the improvements thereof to be constructed for single family residential use only. Operations of businesses on such premises will not be permitted except for business activities that are

customary for home bound businesses, are not noticeable to the public and are approved by the Property Owners' Association (POA).

6. No structure shall be altered, or any structure erected or placed on any of the lots in the above subdivision until its plans, specifications and structure have been approved in writing. Approval must be given by an architectural control committee (ACC) composed of no less than three (3) members appointed by the Board of Directors of the Granberg Property Owner's Association. No members of the committee shall be compensated for services pursuant to this covenant. The Declarant or its assigns shall act as the POA and ACC until Declarant transfers authority to an organized board or at least 60% of the lots are sold to third parties with the intent to build a residence.

7. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove the plans and specifications submitted within 15 days of receiving them, approval will not be required. All construction approved by the committee shall be completed in a workmanlike manner within 300 days.

8. No building shall be located on a residential building lot nearer to the front property line than the building setback line as shown on the recorded plat of this unit, nearer to any side street property line than the building setback line as shown on the recorded plat of this unit nor less than ten (10) feet from an interior lot line. The term "building" as used in this paragraph does not include a porch or roof overhang, and it is permissible for such porch or roof overhang to be constructed nearer to the property line than the building setback line as shown on the recorded plat. The term "building" as used in this paragraph does not include ornamental or privacy masonry walls nor planter boxes when such items are constructed prior to first sale of the house and lot to the homeowner purchaser.

9. Private driveways and cross-walks shall be constructed of concrete or asphalt pavement.

10. All fences on any lot shall be of wooden decorative or rod iron fencing and shall be repaired and maintained in good condition by the owner of such lot. Fences shall all be a minimum of fifty-two inches (52") and no more than seventy-two inches (72") in height. No chained link or barbed wire fence shall be allowed. All fences must be approved in advance in writing by the ACC.

11. No fence or wall on any lot shall be built forward of the front corner of the residence or garage, whichever is most forward on the lot, nor shall any fence or wall on any corner lot be built forward of the side street building setback line except in either case where such may be part of the house as originally constructed on said lot.

12. No obnoxious or offensive type of activity or illegal activity shall be carried on any lot or improvements thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no discharge of firearms.

13. No mobile homes, tent, or structure of a temporary character shall be placed or be permitted to remain on any lot within the subdivision nor shall any partially dismantled motor vehicle be permitted to remain on any lot within view of the public, or on the street or stored in front, or the easement behind the lot. The term "mobile home" does not apply to camping trailers or recreational vehicles. However, camping trailers or recreational vehicles may not be attached to utilities or used for living purposes on said lots. Camping trailers, utility trailers, recreational vehicles, or boats must not be parked, placed or stored nearer to the street than the front property building setback line. Any such vehicle stored on a lot must be screened from public view by a privacy fence or other structure.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. There shall be no storage of building materials except during the construction or renovation of a residence or a structure;

16. All builders must be approved by the ACC prior to construction. Prior to construction, all builders shall deposit \$1,000.00 with the POA for any damages caused by builders including anyone acting on builder's behalf to the common areas as the POA may determine in its sole discretion. If after construction is complete and no damage has been accessed, the deposit shall be refunded.

17. The ground floor of the main structure, exclusive of one-story open porches and garages shall be twelve hundred (1,200) square feet or more for a two-story dwelling. The minimum total living space on a residential dwelling shall be 1,650 square feet. All residential structures shall be built on a concrete slab.

The exterior walls of the main residence constructed on any lot shall be at least seventy-five percent (75%) by area, composed of masonry said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. The front wall on the first floor shall be 100% masonry. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in Texas area as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, and in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. In no case shall any of the seventy-five percent (75%) include cement board of any type.

Only composition, tile or metal roofs may be used on residences and structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof, house or trim color.

No metal storage buildings shall be permitted upon any lot unless expressly approved in advance by the ACC.

18. No existing dwelling shall be moved onto any lot in this subdivision. The outer walls of the garage and any servants' quarters, whether attached to the main dwelling or not, shall be of the same construction as the outer walls of such main dwelling.

19. All swimming pools must be located behind the main dwelling.

20. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property during construction and sales periods.

21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than 4 household pets may be kept on a single lot. Under no circumstances shall cattle, horses, sheep, goats or swine be allowed to exist on the property.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the ACC. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

22. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property line extended. The same sight line limitations shall apply on any lot within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

23. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and additional drainage easements are reserved over the rear five feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Any rear yard fence enclosing an easement must include a ten foot gate or drop section with knock-out pins at such easements to allow entry to service vehicles. No permanent structure shall be erected or placed on any easement.

24. Any radio and/or television antenna erected on any lot in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of the respective

dwelling and shall not be located at a distance from any lot line which is less than the length of the antenna from its base to its highest point.

25. By acceptance of the deed to a lot within this subdivision, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition the lot conveyed by said deed, including the keeping of weeds or grass mowed within such lot easement.

26. No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All additional Structures must be located behind the front wall of the Residence.

27. Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.

28. Any Residence or Structure that is damaged must be repaired within 120 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.

29. Window or wall-type air conditioners may not be used in a Residence unless out of the view of the public.

30. All residences and vacant lots must be kept in an attractive fashion. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. Professional xeriscaping shall be allowed as approved by the ACC.

31. Upon failure of the Owner to do so, the Declarant or POA may, at its option, have the lot cleaned and mowed and the Owner shall be assessed for all reasonable costs of such work.

32. No construction, farm or other equipment or machinery or construction and grading equipment including any vehicle over 2 ½ tons, shall be kept, parked, stored, or maintained on any lot, streets or common areas unless completely concealed from view; provided however, it is understood if said equipment or machinery is to be used for construction of a structure on a lot pursuant to the terms of this declaration; such equipment or machinery may be parked at or near a lot temporarily.

33. Declarant reserves the right to use all roads for future development.

34. Declarant reserves the right to amend, modify or re-plat at any time Declarant deems necessary.

D. Maintenance Standards

1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval,

may consolidate those Lots with approval by the County of Atascosa into one site for the construction of a Residence.

- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- e. *Landscaping.* Landscaping must be installed within 180 days after occupancy. The minimum landscaping will specified in the standards of the ACC.

E. Property Owners Association

1. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration of Restrictive Covenants. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents. The members of the Property Owners Association shall meet no less that once per year to elect officers as required and discuss and take action on other items pertaining to the Subdivision. The officers to be elected shall be a President, Vice-President, Secretary and Treasurer. The length of the first terms for each position shall be 2 years for the President and Secretary and one year for the Vice-President and Treasurer. After the initial terms are served, the terms for each office shall be 2 years unless voted on by the Property Owners Association.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws.

4. *Member in Good Standing;* A member of the POA who has fully paid all assessments and has met any other rules, requirements or by laws which may be adopted by the Association.

5. Only members in good standing are entitled to vote.
6. Except as provided elsewhere in this Declaration, a Majority vote shall be fifty-one (51%) percent or greater of a quorum.

F. ARCHITECTURAL CONTROL COMMITTEE (ACC)

1. *Establishment*

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all residences, structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.
- e. *Quorum.* A Quorum for any meeting of the POA wherein the Class A and Class B members are required to vote shall consist of a minimum of 20% of owners of the lots that exist in the subdivision. For clarification, if one person owns 4 lots, that person shall represent 4 units of the total and not one. A Quorum of the ACC shall be a minimum of 2 members of the ACC.

2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
 - i. *Complete Submission.* Within 15 days after the submission of plans and specifications by an Owner, the ACC must notify the

submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

- ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 15 days after complete submission, the submitted plans and specifications are deemed approved.
- c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 10 days after the ACC's action. The Board shall determine the appeal within 15 days after timely notice of appeal is given. The determination by the Board is final.
- d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$200 per Lot per year.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected in advance, payable on the first day of January of each year beginning the year after the lot is purchased and on the same day of each succeeding year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote of a Quorum at a meeting of the Members in accordance with these Covenants.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 15 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of \$20.00 of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 6 percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Property Owners Association or its assigns may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights under the Governing Documents;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty seven (67) percent of the total votes in the Property Owners Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than forty (40) percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

Granberg, LLC a Texas Limited Liability Company

By _____
Joseph P. Gerlich, President

STATE OF TEXAS *

COUNTY OF _____ *

This instrument was acknowledged before me on _____, 2015, by Joseph P. Gerlich, President of Granberg, LLC on behalf of said Limited Liability Company.

Notary Public, State of Texas

After recording, please return to:

Chris Schuchart, PC
PO Box 56
Rio Medina, Texas 78066